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Contract Database Metadata Elements

Title: **Ripley Central School District and Ripley Central School Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO, Chautauqua County Local 807 (2001) (MOA)**

Employer Name: **Ripley Central School District**

Union: **Ripley Central School Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

Local: **Chautauqua County Local 807, 1000**

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NON-INSTRUCTIONAL NEGOTIATION UNIT AGREEMENT

BETWEEN

**THE RIPLEY CENTRAL SCHOOL SUPERINTENDENT OF SCHOOLS
RIPLEY CENTRAL SCHOOL DISTRICT # 1
RIPLEY, NEW YORK**

AND

**THE CSEA, Inc., Local 1000, AFSCME, the recognized
Union for the Ripley Central School Unit of Local 807
RIPLEY CENTRAL SCHOOL
RIPLEY, NEW YORK**

June 1, 2001 - June 30, 2006

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1. Recognition:

This agreement made the first day of July 2001 by and between the Ripley Central School District of the Town of Ripley, New York (Chautauqua County) hereinafter referred to as the District and the CSEA, Inc., Local 1000, AFSCME, the recognized union for the Ripley Central Schools Unit of Local 807, which unit includes, Teaching Assistants, Teachers Aides, Custodians, Cleaners, Building Maintenance Mechanics, Cooks, Food Service Helpers, School Monitors, Bus Drivers, Mechanic II, Mechanic III and Typist II Positions employed by the Board, with the exception of persons classified confidential, casual and/or temporary employees not otherwise enumerated, hereinafter referred to as the Association.

2. Definitions:

2.1. Definition of Semester - One full semester or 1/2 school year.

2.2. Standard workweek for overtime is forty hours.

2.3. All ten-month employees except teaching assistants will be paid at an annual salary based on 189 work days including nine paid holidays. All ten-month teaching assistants will be paid at an annual salary based upon 192 days including nine paid holidays. All eleven-month typist II's are based upon 239 days, including 11 paid holidays. All twelve-month employees are based upon 261 days, including 15 paid holidays.

2.4. Employees appointed to a permanent civil service or Teaching Assistant position for six (6) hours or more in a day will be granted a thirty (30) minute non-compensated duty free lunch period.

3. Use of Facilities:

Upon three days written request, the Board shall grant to the Association the right to reasonable use of the building facilities and equipment for the purpose of meeting to discuss Association Business subject to determination by the Superintendent of Schools as to the timing and extent of such meetings to avoid interference with educational activities.

4. Negotiating Procedures:

The Board and the Association agree that they will each appoint their respective negotiating committees on or prior to March 1st of each year and that the negotiating committees will meet on or before that date to commence negotiations.

5. Furnishing of Financial Information:

The district agrees to provide the Association such financial information as the Association shall request pertinent to the negotiations and which is legally permissible for the Board to divulge.

6. Salaries:

See attached schedule - Appendix A , B and C

7. Health Insurance:

The Board agrees to maintain for present employees, the same health insurance program as the instructional personnel. The Board will contribute to the annual cost of said plan an amount equal to the annual cost of an individual plan. Any eligible ten-month, eleven-month typist II or twelve-month employee electing the Family Plan Policy will pay the additional cost of the Family Plan as follows:

If twenty (20) to less than thirty (30) hours a week
- 50% Employee Paid – 50% School Paid

If thirty (30) to less than forty (40) hours a week
- 25% Employee paid – 75% School paid

If forty (40) hours a week
- 100% School paid

Any non-instructional employee of the District who was hired on or before June 30, 1998 and has an individual health plan with the District in place as of June 30, 2001 will continue to receive the same benefits that they have enjoyed in the past.

Employees who are hired on or after July 1, 1997 shall have no entitlement to any form of continued health insurance coverage through the District upon or after retirement, except as such coverage may be provided in accordance with COBRA or other statutory requirement.

The District will maintain a health plan with a prescription rider of \$5.00 for generic drugs and \$10.00 for brand names. In addition, the district will contribute to the cafeteria plan \$252.00 for single health insurance participants and \$588.00 for family health insurance participants.

HEALTH AND MEDICAL PLAN INSURANCE BUY-OUT INCENTIVE

Any member who voluntarily elects to waive his/her right to health and medical plan insurance coverage according to the open window period specified hereafter as presently offered to all Instructional Bargaining Unit Members through the Chautauqua County School Districts Plan, shall receive 50% of the District's premium cost for the plan in which the employee is enrolled (either the individual or family plan). (e.g., if the District's contribution for a family health plan for the school year is \$6,700, then the incentive would be calculated as follows: $(\$6700 \times .50 = \$3,350)$.) The member may elect to receive such amount as additional compensation or as a credit to the Cafeteria Plan Account, in which case it shall be allocated by the member among the benefit choices available under the Cafeteria Plan.

In order to qualify for this Health and Medical Plan Buy-out Incentive Payment, any eligible member must submit a non-rescindable letter of waiver to voluntarily drop their health insurance plan provided by the District as of July 01, which will be the effective date at which time the member will no longer be covered by the District's health insurance program. In addition, the member must actually waive their right to health insurance coverage in accordance with the terms of their letter. If all of these conditions are met, the Health Insurance Buy-out Incentive payment as described above will be paid in eight equal payments to the member over eight consecutive payroll periods as identified by the District. Such payments however, will begin with the first payment in September at the start of the school year.

A member who has waived coverage under this provision but who involuntarily loses his or her alternative health insurance coverage (e.g., loss of job by spouse, divorce, etc.) may re-enter the District's plan, subject to the requirements and approval of the plan, in which event the waiver payment for the year will be pro-rated.

A member who has waived coverage in any year may elect to re-enroll in the District's health and medical plan insurance coverage during the District's open enrollment period, which is March.

Distribution of incentive payments may upon mutual agreement between the District and the Association be disbursed on an alternate payment schedule as agreed upon by both parties involved.

8. Term Life Insurance:

The District will contribute \$90.00 per bargaining unit employee per school year to be applied to term life insurance provided by a carrier chosen by the Instructional Bargaining Unit Association. The amount of the district contribution will be reduced by \$9.00 for all ten month employees and by \$7.50 for all twelve month employees for each month not worked by an association member who begins employment as a new hire for the District after September 1 for ten month employees and after July 1 for twelve month employees. Bargaining Unit members will select either the amount of term life insurance coverage allowable for the \$90.00 district contribution or will elect a \$50,000 term life insurance policy. In the event the \$50,000.00 term life insurance coverage is greater than the \$90.00 district contribution the bargaining unit member will pay the difference in the term life insurance premium cost. Association member contributions will be deducted in one payment from the second payroll period of each employee's school year. (i.e. Twelve Month employees, the second payroll of July; Ten Month employees, the second payroll of September).

9. Cafeteria Plan:

The District shall maintain a Cafeteria Plan previously established under the provisions of Section 125 of the Internal Revenue Code (the "Cafeteria Plan") in accordance with the terms of the District's Flexible Spending Account Plan Document for all Association Members. The benefit choices available under the Cafeteria Plan shall be (i) Dependent Childcare/Elderly Care

capped at \$5,000 per participant and his or her dependents and subject to any other limitations of the Internal Revenue Code, (ii) Medical Reimbursement capped at \$5,000 per participant and his or her dependents, (iii) Payment Premiums for group medical insurance coverage, and (iv) Payment of premiums for group life insurance coverage. All Association Members may elect to allocate amounts to the benefit choices available under the Cafeteria Plan by means of salary reduction.

Furthermore, effective on the first day of the employees service in each school year, for each Association Member who is eligible (works 20 hours per week or more), and elects, to participate in the District's Health Care Plan, the District shall credit to the account established under the Cafeteria Plan.

10. Sick Leave and Personal Days:

- 10.1 The Board shall grant all Non-Instructional employees one working day of sick leave each full calendar month's work up to a total of ten (10) working days per year for any employee on a ten (10) month basis, up to a total of eleven (11) working days per year for any typist II employee on an eleven (11) month basis and up to a total of twelve (12) working days for any employee on a twelve (12) month basis. In the event any employee does not use the full number of days allotted in any year, those days shall be accumulated from year to year up to a total of one hundred and sixty-five working days. In the event any employee uses more than the number of sick leave days earned in any one year, the excess shall be deducted from any days accumulated in the past but in no event shall an employee be paid for days in excess of those to which he is entitled. In addition to himself, an employee shall be entitled to sick leave for the illness of a spouse, child, or parent.
- 10.2 Five (5) bereavement days will be granted for personal family loss of step child, spouse, parent, child, grandchild, brother or sister, father or mother-in-law, son or daughter-in-law, grandparent - three (3) days at no loss of pay, and two (2) days to be used from accumulated sick days.
- 10.3 In addition, the Board grants each non-instructional employee two (2) days per year personal leave separate and distinct from sick leave without loss of pay. If a full time (eight hours per day) twelve (12) month employee in the Association has exhausted his/her two days of personal leave for a school year, but has not yet used all of his/her sick leave earned for that year (one working day of sick leave each calendar month's work), not counting any accumulated sick leave carried forward from a prior year, the full time twelve (12) month Association member may convert one of the remaining sick leave days to a personal day.
- 10.4 Personal leave days are granted with the understanding that they are allowed for the transaction of personal business that cannot be conducted outside of working hours. Requests will be made, in writing, to the department head at least two days prior to the Personal Leave. Personal Leave is not to be taken the day before or after a holiday or

vacation without a reasonable explanation. Unused personal days, at the end of each fiscal year (July 1 - June 30) will be converted to an employee's accumulated sick days up to a total of one hundred and sixty-five (165) working days.

- 10.5 Additionally, all Full Time (eight hours per day) twelve (12) month employees upon whose salary is calculated on 260 working days per year (to include vacation time and holidays) and who actually work two hundred and sixty one (261) days per year or two hundred and sixty two (262) days in a leap year, shall be granted the following:

- 10.5.1. For years in which there are 261 Working Days:

The twelve month employees will not work on the first snow day of each calendar year. In the event no snow days occur within the school year (September 1 - the day before Memorial Day), the twelve (12) month Association Member will be given an extra day off during Memorial Day Weekend as specified by the Administration.

- 10.5.2. For years in which there are 262 Working Days:

The twelve month employees will not work on the first snow day of each calendar year and will be given an extra day off during Memorial Day Weekend as specified by the Administration. In the event no snow days occur between September 1 and Easter Vacation of each calendar year, the twelve (12) month Association Member shall be granted an additional day off at the discretion of the Administration prior to the end of each fiscal year (June 30).

- 10.6 If no sick leave, to include parts of a day (e.g. 1/4 of a sick day), have been used during the employees appointed work year then the employee shall receive a perfect attendance bonus of \$10.00 for every month in which the employee works. (e.g. \$ 100.00 for ten month employees and \$ 120.00 for twelve month employees) Said bonus shall be paid in the first pay period in the month of July.

11. Child Rearing Leave:

A Non-teaching employee with one year of service credit to the district will be granted an unpaid child rearing leave under the following guidelines:

- 11.1. The Employee who is pregnant shall give written notice thereof to the Superintendent as soon as practicable after the knowledge of the pregnancy.
- 11.2. Any employee who desires child-rearing leave shall make a written request for such leave to the Superintendent at least thirty (30) working days prior to the expected date of birth. Such request shall contain the following:

- a. the approximate date when the disability from pregnancy of the employee is expected to terminate; and
 - b. the date of termination of the child-rearing leave.
- 11.3. The thirty (30) day notice specified in number 2 of this section may be reduced by the Superintendent by the number of days that an employee is unable to give notice by virtue of sickness, accident or other conditions beyond the control of the employee and may be further reduced by the number of days between the expected birth of the child and the date of an earlier birth of a child.
- 11.4. The date of the commencement of the child rearing leave shall be the date of the termination of the disability because of pregnancy of the employee. An employee who is pregnant shall be entitled to use accumulated sick leave, if available and desired, during the period of pregnancy related physical disability as certified by her physician. The date of the termination of the child rearing leave shall be no more than six (6) months from the commencement of the child rearing leave.
- 11.5. Upon return to work, an employee shall return to their regular job. In the event that the job has been eliminated, that person shall be entitled to return to a position, within their civil service title or within a teaching assistant position (if the employee was a teaching assistant at the time the leave was initiated), based upon seniority.
- 11.6. The child rearing leave shall not be counted as service for salary credit, sick leave or any other benefit based upon length of service.

12. Vacation Policies:

The Board shall allow to each present full-time employee in the Non-Instructional Unit whose services are rendered on a twelve-month basis, an annual vacation on the following basis:

One (1) week (5 working days) vacation after one (1) year of service to the district.

Two (2) weeks (10 working days) vacation after two (2) years of service in the district.

Three (3) weeks (15 working days) vacation after seven (7) years of service in the district.

Four (4) weeks (20 working days) vacation after fourteen (14) years of service in the district.

Vacation Days shall be used according to a schedule approved by the Superintendent of Schools. A maximum of ten (10) vacation days may be accumulated and transferred into the next school year (July through June). All other vacation days shall be used currently and shall not be accumulated from year to year.

13. Holidays:

- 13.1. The following shall be considered holidays for which Non-Instructional personnel whose services are rendered on a ten (10) month basis shall receive compensation provided he/she has worked the school day prior to and the school day after said holiday:

New Year's Day	Columbus Day	Veterans Day
Christmas	Good Friday	Memorial Day
Thanksgiving	Martin Luther King Day	Presidents' Day

- 13.2. The following will be considered holidays for which Typist II, personnel whose services are rendered on a eleven (11) month basis shall receive compensation provided he/she has worked the day prior to and the day after said holiday:

New Year's Day	Columbus Day	Veterans Day
Christmas	Good Friday	Memorial Day
Thanksgiving	Friday after Thanksgiving	Presidents' Day
Martin Luther King Day		Labor Day

- 13.3. All Non-Instructional personnel whose services are rendered on a twelve (12) month basis shall receive the following days as compensated holidays provided he/she worked the day prior to and the day after said holiday:

New Year's Day	Columbus Day	Veterans Day
Christmas	Good Friday	Memorial Day
Thanksgiving	Labor Day	Fourth of July
Friday after Thanksgiving	Presidents' Day	Day before or after July 4
Day before Christmas	Martin Luther King	Day after Christmas

14. Passes:

All school employees will receive passes to home sports events.

15. Physical Examinations:

- 15.1. All employees shall be required to present evidence they have passed a medical examination each year prior to the beginning of the school term in September.
- 15.2. Physical examinations, which will be administered by the school doctor in the district nurse's office, or, at the request of the school doctor at an alternate location. These physical examinations will be administered at no cost to the employee for routine examinations administered solely for the purpose of meeting this requirement. Appointments may be secured through the school nurse.
- 15.3. Each Bus Driver II Classification Personnel shall be issued at the time of examination, a Doctor's Certificate (wallet size) signed by the doctor.

16. Performance of Duties:

- 16.1. All personnel are expected to become acquainted with the duties pertaining to their position of employment and to perform those duties faithfully.
- 16.2. Work schedules and duty assignments are to be established by the person having charge of the department with the approval and under the direction of the Superintendent of Schools.
- 16.3. Any scheduled change in the length of the work day over 15 minutes will be negotiated with the Superintendent if the time is in addition to the time scheduled or an extra duty is involved.

17. Jury Duty:

Each ten (10), eleven (11) month Typist II or twelve (12) month full-time Non-Instructional employee who shall be required to report for jury duty or to serve as a juror in a State, United States Court, or Town of Ripley Court shall be paid the same amount that he or she would have received if working for each day that the employee is required to be absent from the school during the assigned working hours while necessarily serving as a juror. The amounts received by the employee for services rendered as a juror shall be paid by the employee to the district.

This procedure is also to be followed when an employee takes a sick day on a day while serving on jury duty. Such amounts to be repaid by the employee shall not include the amounts received for mileage or meal allowances.

18. Retirement Benefits:

The School agrees to provide retirement benefits through the New York State Employees' Retirement System to Non-Teaching Service Association members who have elected to join the System. On July 1, 1987 the School agrees to adopt the following benefit plans of the System:

- 18.1. Section 75-i (including 75-e, 75-g), the New Career Plan for Tier 1 and Tier 2 Non-teaching Service Association Members.
- 18.2. Section 41-j, The Allowance for Unused Sick Leave, for all Non-Teaching Service Association Members who have elected to participate in the New York State Employees Retirement System.
- 18.3. The Board agrees to make all payments required by such plans from and after 7/1/87.

19. Seniority:

19.1. When openings occur within a job classification, seniority shall be taken into account for a job preference.

19.2. Experience can be considered by the Board when a person is first placed on a job.

20. Service Increment:

A service increment will be added to the regular salary of all Non-Instructional employee's hired before July 1, 2001 (Regular Salary + Increment = Total Salary) according to the following chart:

<u>Consecutive Years of Service</u>	<u>Increment</u>
00-05	000.00
06-10	100.00
11-15	200.00
16-20	300.00
21-25	450.00
26-Retirement	650.00

The payments listed above are based on consecutive years of service. If there is a break in service, the employee's consecutive years of service will start again at zero at the time of re-employment. Increments are not cumulative, either within blocks or between blocks, (i.e., the amount in year 7 is \$100, the amount in year 12 is \$200, the amount in year 18 is \$300, etc.) The service increment will be paid in one lump sum at the end of the school year.

21. Grievance Procedure:

21.1. Purpose.

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

21.2. Definitions.

21.2.1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

21.2.2. An "employee" is any person in the unit covered by this agreement.

- 21.2.3. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted.
- 21.3. Submission of Grievances.
 - 21.3.1. Before submission of a written grievance the aggrieved party must attempt to resolve it informally.
 - 21.3.2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
 - 21.3.3. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
 - 21.3.4. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate administrative superior.
- 21.4. The Association may submit any grievance. The grievance shall be submitted to the immediate administrative supervisor.
- 21.5. Arbitration shall not be entered into without a majority vote by the Association.
- 21.6. Grievance Procedure.
 - 21.6.1. The immediate administrative superior may respond in writing to each written grievance within fifteen (15) working days after the submission of the grievance by the aggrieved party. If the aggrieved party is not satisfied with the written response of the immediate administrative superior the aggrieved party may file a written grievance to the Chief School Administrator within fifteen (15) working days. If no response is received within fifteen (15) working days from the administrative superior after the submission of the grievance, such aggrieved party may file a written grievance to the Chief School Administrator within fifteen (15) working days and day one (1) of this fifteen (15) working day period will begin on the sixteenth (16) working day after the original submission of the grievance to the administrative superior.
 - 21.6.2. The Chief School Administrator or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and

shall deliver to the aggrieved parties a written statement of his position with respect to it no later than seven (7) working days after it is received by him.

21.6.3. Within fifteen (15) working days of receipt of a determination under Step 2, the aggrieved may request a hearing before the Board of Education. The hearing will be scheduled at the earliest date mutually acceptable to the Board and the aggrieved party. The Board shall render its decision within ten (10) working days after the hearing.

21.6.4. In the event the aggrieved is not satisfied with the decision of the Board of Education with respect to a grievance, it may, within five (5) days after receiving the decision, submit a written notice to the Board to this effect. The Board and the aggrieved will then refer the grievance to arbitration by requesting PERB to propose the names of seven (7) arbitrators. Upon receipt of the names of the proposed arbitrators, a designee of the Chief School Administrator and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

21.6.5. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volitive of the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

21.6.6. The cost of the services of the arbitrator will be borne equally by the school board and the Association.

22. Saving Clause:

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

23. Staff Development Day:

All Association Members will be required to attend a Districtwide Staff Development Day session at the beginning of each school year, the date and time to be specified by the District. Employees who work additional hours beyond their contractual assigned times in order to attend the staff development program will be compensated at the employees hourly rate for that school year and will be paid such compensation in a one time lump sum payment at the end of the payroll period in which the staff development day was conducted.

24. Bus Drivers:

All Bus Drivers regardless of the bus run assigned each school year will work an equitable number of days, as established by the district, throughout the school year and will work the appointed hours on said days. Employees required to work more days than the contractual number of days appointed annually will be compensated at the employees regular hourly rate.

25. Retirement Award:

25.1. The District shall make available a retirement award to be determined using the following table:

<u>Accumulated sick days</u>	<u>conversion decimal</u>
1 to 50	.10
51 to 100	.20
101 to 150	.35
151 to 165	.55

Upon reaching a level all days are paid at that rate.

Amounts will be calculated as follows:

(Total yearly salary) divided by (total number of days used to calculate salary) times (conversion decimal) times (accumulated sick days)

- 25.2. The employee must first submit an irrevocable retirement notice to the District at least 30 calendar days prior to retirement. Effective date of retirement in order to receive this award must be at the beginning or end of a semester, in no case during a semester.
- 25.3. The employee must retire from active service with the District under the guidelines of the NYSERS as they apply to service retirement
- 25.4. The amount generated in section 25.1 above shall be paid to the retiring employee in eight equal installments commencing with the first payroll period of the semester following the retirement. The payment shall be less all applicable payroll taxes.

26. Personal Development/Health Insurance Option:

- 26.1 For all non-instructional employees excluding teaching assistants who take a course at BOCES or at another institution which is preapproved by the District they will be entitled to reimbursement for costs incurred to include tuition, materials, supplies and textbooks required for the course not to exceed \$750 per school year. To receive the reimbursement an employee must submit a certification of completion or a copy of a college transcript with a grade of C+ or higher.

26.2 All teaching assistants earning college credits with a grade of C+ or better will have the option to receive up to the \$750 per school year reimbursement or the \$.01 per hour added to their base pay for each credit hour earned upon submission of their transcripts verifying the credit. Proof of completion of course will be submitted by September 1st for first semester and January 15th for second semester. Any adjustments to salary will be made at that time.

26.3 If a part-time (less than four hours) non-instructional employee who is not eligible for health insurance benefits through the District and elects to buy into the District's insurance plan and has not used the full \$750 credit for any given school year, they may use the balance up to \$750 as a credit toward the employee share of their health insurance plan.

27. Statutory Clause:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

28. Entire Agreement:

This instrument constitutes the entire agreement of the parties and there are no agreements or understandings, either oral or written or otherwise which in any manner alter, abridge or conflict with this instrument.

29. Duration:

This agreement shall be effective on July 1, 2001. Each provision of this agreement shall continue in force from the effective date hereinafore set forth through June 30, 2006.

30. Compliance with the Taylor Law:

The parties hereto agree to comply with Article 14 of the New York State Civil Service Law Public Employees Fair Employment Act and as it may be amended from time to time.

CENTRAL SCHOOL DISTRICT #1 OF THE TOWN OF RIPLEY,
CHAUTAUQUA COUNTY, NEW YORK

5-15-01
Date

By Allen Taggerty
SUPERINTENDENT
RIPLEY CENTRAL SCHOOL DISTRICT

5-14-01
Date

By Frank R. Magliana Jr.
PRESIDENT
RIPLEY CENTRAL SCHOOL NON-TEACHING SERVICE
ASSOCIATION

5-14-01
Date

By Richard L. Maggio
COLLECTIVE BARGAINING SPECIALIST
CIVIL SERVICE EMPLOYEE ASSOCIATION

APPENDIX A
SALARY SCHEDULE

1. For the 2001-02 school year, the hourly rate for each Non-instructional employee shall consist of the base hourly rate set forth in the schedule of base rates attached as Appendix B to this Agreement.
2. For the 2002-2003, 2003-2004, 2004-2005 and 2005-2006 school years, the hourly rate for each non-instructional employee shall consist of the employee's base rate for the previous school year increased by the COLA percentage as defined in item 3, below. In addition, for employee's who have worked one complete semester or more in the prior school year (or in the last school year they worked, if there has been an unpaid leave of absence), the hourly rate shall have added to it an hourly rate increment amount for the applicable school year defined in item 4, below. The resulting total shall be the employee's base hourly rate for the new school year.
3. The "COLA percentage" is defined as a percentage derived from a data set issued by the U.S. Department of Labor Bureau of Labor Statistics. This data set is titled as follows:

Consumer Price Index-All Urban Consumers
Series ID: CUUROOOOSAO
Not Seasonally Adjusted
Area: U.S. City Average
Items: All Items
Base Period: 1982-84 =100

This data consists of a calendar year average index which (as of the effective date of this Agreement) becomes available the third Friday of January following the end of the applicable year and is available over the Internet at <http://stats.bls.gov/cgi-bin/surveymost>. The COLA percentage used for any given school year will be defined as the percentage change in the calendar year average from 2 years prior to the start of school year to the year prior to the start of the school year.

Example - COLA used for calculating 1997-98 salaries:

1995 average CPI-U = 152.4
1996 average CPI-U = 156.9

1997-98 COLA = $(156.9 - 152.4)/152.4$ 1997-98 COLA = 2.95%

The COLA percentage shall be calculated to the nearest 1/100th, with figures up to 4 rounded down and figures 5 and above rounded up. The COLA percentage is, however, capped so that it shall not be less than 1.4% nor more than 5.4%, regardless of the result of the above calculation.

4. The hourly rate increment amount for the 2001-02 school year is \$0.08 per hour, which is already included in the schedule of base amounts set forth in Appendix B. The "hourly rate increment amount" for each of the school years 2002-03 to 2005-06 shall be defined as the previous year's increment increased by the COLA percentage as defined in item 3, above. Each year this amount will be rounded to the nearest \$.01 for payment purposes, however 4 decimal places will be retained for calculation purposes for the following year.
5. Minimum starting rates for the 2001-2002 school year are given in Appendix C. These rates will be increased each year by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract. The District reserves the right to start employees at a higher rate.
6. The Head Bus Driver will receive an additional stipend of \$5,000.00 for the 2001-02 school year. This stipend will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract.
7. If an aide/assistant is required to substitute during the 2001-02 school year, he/she shall be paid their hourly rate plus an additional stipend indicated in the table below. This stipend will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract.

Less than 2 hours	\$11.25
2 to less than 4 hours	\$22.50
4 to less than 6 hours	\$33.75
6 or more hours	\$45.00

8. All salaries are based upon an hourly wage and are approved by the Board of Education.
9. Substitute pay is non-negotiable. Substitute work may not be credited to an employee's salary. Time spent as a substitute is not counted towards years of service.
10. The work year as herein used shall constitute a period commencing July 1 and ending June 30 for twelve-month employees, and a period commencing September 1 and ending June 30 for ten-month employees.
11. No employee shall receive less this year than they did last year.
12. All workers will be paid at time and a half for all hours worked beyond 40 hours per week.
13. Any employee called into work, by a district employed supervisor, outside his/her normal work day shall be paid either: (1) a minimum of one hour at time and a half; or, (2) upon mutual agreement with the Superintendent the employee may request equal compensation time within the same two week payroll period in which the employee was called into work if such days are available.

14. For the 2001-02 school year the pay differential for second shift (3:00 – 12:00 midnight) will be \$.26/hr. This differential will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract.
15. For the 2001-02 school year cafeteria personnel may receive their hourly rate plus \$.52/hr. for work performed other than regular working hours with Board of Education approval on school sponsored functions. This will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract.
16. For the 2001-02 school year the pay differential from November 15 to March 1 for the regular drivers for the hilltop run is \$.65/hr., and for the hill run \$.31/hr., and for the Route 5 and 20 runs is \$.21/hr. This differential will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract

In addition drivers of the hilltop run and the hill run employed by the district prior to July 1, 2001 and who are driving the same run to which they were assigned at the conclusion of the 2000-01 school year will receive a pay differential of \$.65/hr. for the hilltop run and \$.31/hr for the hill run for the remainder of the school year excluding November 15 to March 1. This differential will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract. Once an employee opts to change routes this additional differential no longer applies.

17. For extra trips, bus drivers will receive \$11.80/hr., and will be paid a minimum of one hour for extra trips within the school district and a minimum of two hours for extra trips outside the district. When out of the Town of Ripley, on an extra trip, bus driver meals will be paid. This rate will be increased by the COLA percentage (defined in item 3 above) in each of the remaining years of the contract
18. The Board reserves the right to single or double trip at a later time. The Board reserves the right to contract the private school run.

APPENDIX B
SCHEDULE OF YEARS OF SERVICE AND BASE RATES FOR 2001-02

Dikeman	Sr. Building Maint. Mechanic	14	16.00
Kolibar	Temp. Maint. Mechanic	1	10.58
Waterman	Custodian	27	14.51
Farnham	Custodian	1	8.61
Pratt	Cleaner II	8	8.43
Kolpein	Cleaner II	8	7.17
Kuhn	Cleaner II	8	6.97
Dibble	Cleaner I	1	6.59
Evinczik	Mechanic III/Driver	7	13.55
Carlson	Mechanic II/Driver	1	10.58
Quagliana	Driver	29	18.48
Buesink	Driver	27	16.54
Harris	Driver	17	15.84
Mulson	Driver	17	15.84
Yukon	Driver	15	14.60
Dalton	Driver	4	11.37
Leamer	Monitor	6	7.02
MacDonald	Teaching Assistant	26	12.60
Wilkinson	Teaching Assistant	18	11.86
Krause	Teaching Assistant	17	10.11
Green	Teaching Assistant	3	7.67
McKillip	Teaching Assistant	5	7.19
Hartman	Teaching Assistant	3	7.24
Lindstrom	Teaching Assistant	3	7.02
Mirabella	Teaching Assistant	2	7.73
Gibbons	Teaching Assistant	1	7.43
Gambino	Cook	8	11.99
VanGeisen	Food Service Helper	14	9.03
Batts	Food Service Helper	10	8.20
Paulson	Food Service Helper	9	7.61
Enterline	Food Service Helper	1	6.84
Bolinger	Food Service Helper	2	6.42
Gray	Food Service Helper	1	6.31
Mosier	Monitor	10	7.88
McKenery	Monitor	10	7.88
Campagna	Typist II	20	14.45
Johnson	Typist II	18	11.94
Wright	Typist II	12	9.03
Keleman	Typist II	1	8.17

APPENDIX C
2001-02 STARTING RATES

2.28 1.58% 2.85%
04/05 03/04 02/03

Custodian		8.25
Cleaner II		6.50
Cleaner I		6.00
Mechanic II/Driver	<i>10.95</i>	10.25
Driver	<i>10.95</i>	10.25
Teaching Assistant		7.00
Teachers Aide		6.10
Monitor		6.10
Cook		8.25
Food Service Helper		6.10
Typist II		7.50

Memorandum of Agreement

This Memorandum of Agreement is entered into by and between the Ripley Central School District ("District") and the C.S.E.A., Inc., Local 1000, AFSCME, Unit of Local 807 ("Association").

The District and the Association recently reached an agreement to allow four typist II employees, as classified by Civil service, to become members of the Association. Two of these typist II personnel, the part time Secretary to the Committee on Special Education Chairperson and the part time Account Clerk Typist will be governed contractually by all the terms and conditions presently agreed upon in the Non-Instructional Negotiating unit Agreement for the time period of July 1,1994 through June 30,1997.

The other two (2) typist II employees; the eleven month Secretary to the High School Principal, specifically Mrs. Nancy Campagna; and, the eleven month Secretary to the Guidance Director, specifically Mrs. Roxana Johnson, are employees who, by individual contractual agreements with the District in the past, have been granted benefits above and beyond the present level of benefits to other employees within the bargaining unit.

Due to the fact that it is the district's intent to maintain the same level of benefits for these employees, without affecting or altering the other members in the bargaining unit, the district enters into this memorandum of understanding with the Association to maintain these benefits for the two (2) employees who are presently employed in these positions. However, should either employee vacate their position, by way of resignation, retirement or other natural causes, either permanently or temporarily, all terms and conditions for the person hired by the district to fill these two positions will be governed by the current contractual agreement at that time and will not be subject to the agreements set forth in this memorandum.

Therefore, the district agrees to maintain the following benefits for Mrs. Nancy Campagna and Mrs. Roxana Johnson, as follows:

1. Section 9, "Cafeteria Plan" - The District's contribution into the Cafeteria Plan, will continue to remain the same as specified for each full time (eight hours per day, twelve months per year) association member within this section of the contract.
2. Section 8, "Term Life Insurance" – The District will contribute \$ 138.00 to be applied to term life insurance provided by a carrier chosen by the Instructional Bargaining Unit Association.
3. Section 10, "Sick Leave and Personal Days" – The District shall grant a total of twelve (12) sick leave days and two (2) personal leave days.
4. Section 12, "Vacation Policies" – The District shall maintain the same number of vacation days as allocated to full time employees as specified in the contract.
5. All sick leave days, personal leave days and vacation days taken during the summer months, in which the employees work half days, will be calculated as one full day and deducted as such on school district records.

6. Section 13, "Holidays" – Paid holidays will be based upon the non-instructional personnel whose services are rendered on a twelve month basis as stated in this section of the contract.

5-15-01
Date

CENTRAL SCHOOL DISTRICT #1 OF THE TOWN OF RIPLEY,
CHAUTAUQUA COUNTY, NEW YORK

By *Allen Tuggerly*
SUPERINTENDENT
RIPLEY CENTRAL SCHOOL DISTRICT

5-14-01
Date

By *Frank Quagliana Jr.*
PRESIDENT
RIPLEY CENTRAL SCHOOL NON-TEACHING SERVICE
ASSOCIATION

5-14-01
Date

By *Richard M. Meigs*
COLLECTIVE BARGAINING SPECIALIST
CIVIL SERVICE EMPLOYEE ASSOCIATION

